

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.47394 of 2024

Arising Out of PS. Case No.-704 Year-2023 Thana- COMPLAINT CASE District-
Kishanganj

Ayush Kumar, S/o Krishndeo Lal Das R/o Flat No.605, Shrawani Enclave,
Sahogi Road, Sampat Chak, P.S. - Gaurichak, Distt. - Patna

... .. Petitioner/s

Versus

1. The State of Bihar
2. Swetam @ Priti, W/o Ayush Kumar, D/o Sri Kandap Kant Labh R/o Barnwal Bhawan, 20A, South Shivpuri, P.S. - Shastri Nagar, Distt. - Patna, at present address Kali Mandir, Dumala ward NO. 30, Kishanganj, P.S. - Kishanganj, Distt. - Kishanganj, Pin 855108

... .. Opposite Party/s

Appearance :

For the Petitioner/s :	Mr.Santosh Kumar Verma
For the Opposite Party/s :	Mr.Parmanand Prasad- A.P.P.
	Mr.Ranjay Kumar Singh
	Mr.Aditya Kumar
	Mr.Arun Kumar Prasad

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 11-09-2024 1. Heard learned counsel for the petitioner, the learned counsel appearing on behalf of the complainant and learned APP for the State.

2. The petitioner seeks bail in anticipation of his arrest in a case registered for the offences punishable under Section 498(A), 379 and 34 of the Indian Penal Code and Sections 3 and 4 of the D. P. Act.

3. The learned counsel for the petitioner submits that the petitioner, being husband, has been falsely implicated in the instant case. It is also submitted that the relationship in between



the petitioner and the opposite party no.2 has soured to an extent where it is not possible to revive the conjugal relationship. It is next submitted that petitioner has also filed a divorce case being Divorce Case No.172 of 2024, which is pending adjudication in the Court of the learned Principal Judge, Family Court, Patna. It is next submitted that the opposite party no.2 had filed a Maintenance Case being Maintenance Case No.93 of 2023 in the Court of the learned Principal Judge, Family Court, Kishanganj, in which the petitioner had appeared and filed his written statement. It is further submitted that Maintenance Case No.93 of 2023 was decided on 06.03.2024 and the learned Principal Judge, Family Court, Kishanganj directed the petitioner to pay an interim maintenance of Rs.15,000/-per month commencing from 08.11.2023. It is next submitted that petitioner was not made aware of the interim order passed in the Maintenance Case, as such, he was not able to challenge the interim order of maintenance. It is next submitted that petitioner will challenge the order dated 06.03.2024 passed by the learned Principal Judge, Family Court, Kishanganj in Maintenance Case No.93 of 2023, but then, fairly submits that petitioner presently is willing to pay the interim maintenance as directed by the learned Family court in the Maintenance Case. It is also



submitted that the maintenance till date has accrued to Rs.1,80,000/-.

4. The learned counsel appearing on behalf of the opposite party no.2 submits that opposite party no.2, till date, has not received a single penny by way of interim maintenance, as such, one can well imagined the plight of the opposite party no.2, how she is sustaining in absence of any financial support, on which the learned counsel appearing on behalf of the petitioner submits that he has instructions to make submission that petitioner will pay an amount of Rs. One Lac on or before the date of surrender and will keep paying the amount of monthly maintenance of Rs.15,000/- till any order is passed by a Court of competent jurisdiction staying the order of interim maintenance.

5. The learned counsel appearing on behalf of the opposite party no.2 also submits that no useful purpose would be served by sending the petitioner to jail as petitioner is willing to comply the orders of the learned Principal Judge, Family Court, Kishanganj in maintenance case subject to the condition as recorded herein above. It is further submitted that the bank account number of the opposite party no.2 shall be whatsapped on the whatsapp number of the learned counsel appearing on



behalf of the petitioner and the learned counsel appearing on behalf of the petitioner undertakes to communicate the same to the petitioner, so that the monthly maintenance as agreed commences from 30.09.2024.

6. Considering the submissions made by the learned counsel for the petitioner, the petitioner, above-named, in the event of his arrest or surrender before the learned Court below within a period of six weeks, is directed to be released on bail on his furnishing bail-bonds in the sum of Rs. 5,000/- (Rupees Five Thousand) with two sureties of the like amount each to the satisfaction of the learned Sub-Divisional Judicial Magistrate, Kishanganj in connection with Complaint Case No.704C of 2023, subject to the conditions laid down under Section 438(2) of the Cr.P.C.

7. The application stands allowed.

8. It is made clear that the learned trial Court before accepting the bail bonds of the petitioner shall verify as to whether an amount of Rs. One Lac has been paid to the opposite party no.2 or not on or before the date of surrender and in the event, if it is found that the amount has not been paid in that event, the present anticipatory bail order shall not be given effect to, but if paid, the anticipatory bail bonds shall be



accepted forthwith.

9. However, it is made clear that the opposite party no.2 shall be at liberty to file an application seeking cancellation of anticipatory bail of the petitioner, in the event, if the petitioner does not pay the monthly maintenance as agreed for two consecutive months, but then the liberty is subject to the condition that the order granting interim maintenance is not interfered by a Court of competent jurisdiction.

(Satyavrat Verma, J)

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